

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dynamic Acquisitions Group, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 5/22/07

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Correction to R/F #003553/0855 re: conveying party

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Internal

Address: _____

Street Address: 333 S. Grand Avenue, Suite 940

City: Los Angeles

State: CA

Country: USA Zip: 90071

- ☒ Association Citizenship U.S.
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3208292; 3203859; 3243193; 3116976

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mandie Smolich

Internal Address: Sidley Austin LLP

Street Address: 555 West Fifth Street, 40th Floor

City: Los Angeles

State: CA Zip: 90013

Phone Number: 213-896-6147

Fax Number: 213-896-6600

Email Address: msmolich@sidley.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501597

Authorized User Name Mandie Smolich

9. Signature:

Mandie Smolich

Signature

June 6, 2007

Date

Mandie Smolich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 501597 3208292

Attachment to Trademark Recordation Cover Sheet

1. Additional Conveying Party:

Barnhill's Buffet, Inc., a Tennessee corporation

TRADEMARK

REEL: 003556 FRAME: 0508

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☒ Other Amendment to Security Agr.

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☐ Limited Partnership Citizenship _____
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Mandie Smolich

Signature

June 1, 2007

Date

Mandie Smolich

Name of Person Signing

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REEL: 003556 FRAME: 0509

Attachment to Trademark Recordation Cover Sheet

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Barnhill's Buffet, Inc., a Tennessee corporation

TRADEMARK

REEL: 003556 FRAME: 0510

**AMENDMENT NO. 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment No. 1") dated as of May 22, 2007 amends that certain Intellectual Property Security Agreement dated as of February 11, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), by and among Dynamic Acquisitions Group, LLC, a Delaware limited liability company ("Dynamic"), Barnhill's Buffet, Inc., a Tennessee corporation ("Barnhill's"), and together with Dynamic, the "Borrowers"), as the surviving corporation by merger with DB Acquisitions, LLC, a Delaware limited liability company, and Wells Fargo Bank, National Association as Administrative Agent to the Lenders (together with its successors and assigns, "Administrative Agent"). All capitalized terms used in this Amendment No. 1 and not defined shall have the respective meanings ascribed to them in the Credit Agreement referred to below.

RECITALS

WHEREAS, Borrowers entered into that certain Credit Agreement dated as of February 11, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Administrative Agent and Lenders named therein, pursuant to which Lenders agreed to make certain advances of money and to extend certain financial accommodations to Borrowers;

WHEREAS, pursuant to Section 8.02 of the Credit Agreement, Borrowers granted to Lenders a security interest in all of Borrowers' rights, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral;

WHEREAS, in connection with the Credit Agreement, Borrowers and Administrative Agent entered into the IP Security Agreement, pursuant to which Borrowers granted to Lenders a security interest in all of Borrowers' rights, title and interest in, to and under all of the intellectual property collateral owned by Borrowers as of February 11, 2005;

WHEREAS, Borrowers and Administrative Agent desire to make certain amendments to Section 1 of the IP Security Agreement so that such provision is consistent in all respects with Section 8.02 of the Credit Agreement;

WHEREAS, since the date of the IP Security Agreement, Borrowers have acquired those certain additional trademarks listed on Schedule I attached hereto;

WHEREAS, the parties hereto desire to amend the IP Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AMENDMENT OF THE IP SECURITY AGREEMENT.**

(a) In Section 1 of the IP Security Agreement, the phrase “, whether presently existing or hereafter acquired” is hereby added after the phrase “to and under its intellectual property collateral”.

(b) The trademarks listed on Schedule I hereto are hereby added to Schedule A to the IP Security Agreement.

2. **FURTHER ASSURANCES.** At any time and from time to time, promptly following Administrative Agent's written request and at the expense of Borrowers, each Borrower agrees to duly execute and deliver any and all such further instruments and documents and take such further action as Administrative Agent may reasonably deem desirable in order to perfect and protect any Lien granted pursuant to the Loan Documents, including without limitation, a Notice of Recordation of Assignment Document to be filed with the United States Patent and Trademark Office in respect of the trademarks listed on Schedule I hereto, and to enable Administrative Agent, in accordance with the terms of the applicable Loan Documents, to exercise and enforce its rights and remedies under the Loan Documents with respect to such Collateral.

3. **CONDITIONS TO EFFECTIVENESS.** This Amendment No. 1 shall become effective as of the date first set forth above, upon execution hereof by each Borrower, the Lenders and Administrative Agent. Each Borrower hereby ratifies, reaffirms and admits the validity and enforceability of the Credit Agreement, the IP Security Agreement and the other Loan Documents, the Obligations and the Liens on the Collateral in favor of Administrative Agent, for the benefit of the Lenders, which were granted pursuant to the Loan Documents and otherwise.

4. **LIMITATIONS.** This Amendment No. 1 shall be limited solely to the matters expressly set forth herein and shall not (i) constitute an amendment of any other provision of the IP Security Agreement, (ii) prejudice any right or rights which Administrative Agent and the Lenders may now have or may have in the future under or in connection with the Credit Agreement or any other Loan Document, (iii) require Administrative Agent or the Lenders to agree to a similar amendment on a future occasion or (iv) create any right herein to another Person or other beneficiary or otherwise, except to the extent specifically provided herein. This Amendment No. 1 is not intended to be or to create, nor shall it be construed as or constitute a waiver of any Defaults, whether now or hereinafter existing. Reference to this specific Amendment No. 1 need not be made in any note, document, letter, certificate, the IP Security Agreement itself, any other Loan Document, or any communication issued or made pursuant to or with respect to the IP Security Agreement, any reference to the IP Security Agreement being sufficient to refer to the IP Security Agreement as amended hereby.

5. **SEVERABILITY.** If any provision of this Amendment No. 1 shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be

deemed severed therefrom and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.

6. **CHOICE OF LAW.** THIS AMENDMENT NO. 1 SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS.

7. **MISCELLANEOUS.** This Amendment No. 1 is a Loan Document. The headings herein are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. Except as expressly provided herein, this Amendment No. 1 shall not operate as a waiver of any right, power or remedy of Administrative Agent or any Lender under any of the other Loan Documents, nor constitute a waiver of any provision of any of such Loan Documents. The IP Security Agreement, as specifically amended by this Amendment No. 1, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

8. **ENTIRE AGREEMENT.** This Amendment No. 1 contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements (whether verbal or otherwise).

9. **COUNTERPARTS.** This Amendment No. 1 may be executed in counterparts and by facsimile, each of which, when taken together, will be deemed to be an original and all of which will constitute one and the same agreement.

* * *


May-22-07 03:31 pm From-docs

+12136272442

T-089 P.002/002 F-337

IN WITNESS WHEREOF, each Borrower, the Lenders and Administrative Agent
have executed this Amendment No. 1 as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS ADMINISTRATIVE
AGENT


By: Art Brokk
Title SVP
:

LA1 326840

SIGNATURE PAGE TO AMENDMENT NO. 1 TO IP SECURITY AGREEMENT

TRADEMARK
REEL: 003556 FRAME: 0514

2535913

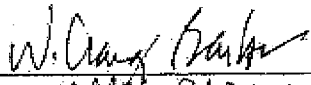
Line 1

04:02:42 p.m.


06-01-2007

6/8

DYNAMIC ACQUISITIONS GROUP,
LLC, A DELAWARE LIMITED LIABILITY
COMPANY


By: W. CRAIG BARKER
Title: President

BARNHILL'S BUFFET, INC., A
TENNESSEE CORPORATION


By: W. CRAIG BARKER
Title: President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO IP SECURITY AGREEMENT

S.A.I 926940

TRADEMARK

REEL: 003556 FRAME: 0515

SCHEDULE I

Trademarks

Mark	Reg / Ser No.
1. BARNHILL'S SALADS • BUFFET • CATERING UNLIMITED SELECTION ... ONE LOW PRICE!	3,208,292
2. [ROOSTER DESIGN]	3,203,859
3. EASILY BETTER	78/966657
4. UNLIMITED SELECTIONS ... ONE LOW PRICE	3,116,976